

**Memorandum of Understanding
Between
The U.S. Nuclear Regulatory Commission
And
The U.S. National Park Service, Southeast Region
As a Cooperating Agency on the Environmental Review Related to the
Operating License Renewal for Turkey Point Nuclear Generating Units 3 and 4**

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the U.S. Nuclear Regulatory Commission (NRC) and the National Park Service, Southeast Region (NPS) for the purpose of preparing the Supplemental Environmental Impact Statement (SEIS) for the subsequent license renewal for the Turkey Point Nuclear Generating Units 3 and 4 (Turkey Point).

The NRC shall be the lead federal agency (Lead Agency) and shall supervise the preparation of the Turkey Point SEIS. The NRC acknowledges that the NPS requested to be a Cooperating Agency and designates NPS as such for preparation of the Turkey Point SEIS. The NRC recognizes that the NPS has special expertise in the following areas listed in Section IV B (1) of this document. This MOU describes responsibilities and procedures agreed to by the NRC and the NPS. The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policy, including the NRC's regulations (in particular 10 C.F.R. Part 51).

II. Purpose

The purposes of this MOU are:

- A. To provide a framework for cooperation and coordination between the NRC and the NPS that will aid in the successful completion of the Turkey Point SEIS in a timely, efficient, and thorough manner.
- B. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the SEIS preparation process.
- C. To foster opportunities for effective and efficient communication between the NRC and the NPS, including the exchange of written information, and government-to-government meetings to enhance the Parties' interdisciplinary capabilities and further the goals of the National Environmental Policy Act.
- D. To allow the NRC, as the Lead Agency, to draw on the expertise of the NPS.

III. Authorities

- A. The authorities of the NRC to enter into and engage in the activities described within this MOU include, but are not limited to:
 1. National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*)
 2. The Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 *et seq.*)

3. NRC regulations (10 C.F.R. Part 51 – *Code of Federal Regulations*, Title 10, Energy, Part 51, “Environmental Protection Regulations for Domestic Licensing and Related Regulation Functions.”)
- B. The authorities of the NPS to enter into and engage in the activities described within this MOU include, but are not limited to:
1. National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*) requires the NPS to use a systematic, interdisciplinary approach that will insure the integrated use of the natural and social sciences in planning and decision making that may have an impact on man's environment.
 2. National Park Service Organic Act (54 U.S.C. 100101 *et seq.*) provides the general authority to take actions that promote and regulate units of the National Park System by directing the Secretary to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely, conservation of the scenery and the natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

IV. Roles and Responsibilities

A. The NRC Responsibilities:

1. As Lead Agency, the NRC retains final responsibility for the content of all documents, which include the Draft Turkey Point SEIS and the Final Turkey Point SEIS. The NRC's responsibilities include identifying the purpose of and need for the Turkey Point SEIS; determining effects of the proposed action; selecting alternatives for analysis; determining effects of the proposed alternatives; making recommendations on the proposed action; evaluating appropriate mitigation measures; and preparing the draft and final SEIS for Turkey Point's subsequent license renewal. In meeting these responsibilities, the NRC will follow the guidance set forth in NUREG-1555, Supplement 1, Rev. 1, *Standard Review Plans for Environmental Reviews for Nuclear Power Plants, Supplement 1, Rev. 1: Operating License Renewal*; and all applicable statutory and regulatory requirements.
2. To the fullest extent consistent with its responsibility as Lead Agency, the NRC will utilize the comments, recommendations, data, and/or analyses provided by the NPS in the Turkey Point SEIS process, giving particular weight to those topics on which the NPS is acknowledged to possess special expertise.
3. The NRC staff will identify milestones in the Turkey Point license renewal review schedule to incorporate activities listed in Attachment A to this MOU.

B. Cooperating Agency Responsibilities:

1. The NPS is a Cooperating Agency for developing the Turkey Point SEIS and is recognized to have special expertise in and around the Biscayne National Park, which was established with the primary purpose to “preserve and protect for the education, inspiration, recreation, and enjoyment of present and future generations....” Biscayne National Park staff can provide the NRC environmental data and information regarding the potential impacts of the proposed relicensing of Tukey Point. This data and information will assist in the development of the Turkey

Point SEIS. Expertise will include the following areas, but may also include other resources:

- a. Surface Water Resources in and affecting the Biscayne National Park
 - b. Groundwater Resources in and affecting the Biscayne National Park
 - c. Terrestrial Resources in and affecting the Biscayne National Park
 - d. Aquatic Resources in and affecting the Biscayne National Park
2. The NPS will work with the NRC to mutually coordinate, prioritize, identify, and manage tasks to provide information, comments, and technical expertise to the NRC for topics in which it has special expertise or for which the NRC requests its participation. The NRC and the NPS will identify staff to implement and coordinate these activities.
 3. Within its areas of expertise, the NPS may participate in any of the activities identified in Attachment A. These activities include, but are not limited to, providing written comments on sections of substantive working drafts of the Draft and Final SEIS, and participating in government-to-government meetings to discuss the Draft and Final SEIS.
 4. When the NPS provides information, technical analyses, data sets, or comments, it will provide the data and other information to be used in developing the Turkey Point SEIS, within the schedule identified in Attachment A.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements as quickly as possible.
2. The Parties agree to work together and consider input from the applicant and other stakeholders, as appropriate.
3. The Parties agree to comply with the review schedule, which incorporates specific milestones provided in Attachment A and includes dates for Turkey Point SEIS milestones and timeframes for NPS's reviews and submissions.
4. Each Party agrees to fund its own expenses and costs associated with the Turkey Point SEIS process.

V. **Other Provisions**

- A. **Authorities Not Altered.** Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective statutory or regulatory authority.
- B. **Financial Obligations.** Nothing in this MOU shall require the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. This MOU does not obligate any funding.
- C. **Immunity and Defenses Retained.** Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- D. **Conflict of Interest.** The Parties agree not to utilize any individual for purposes of environmental analysis, or the NPS representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the Turkey Point SEIS.
- E. **Documenting Disagreement or Inconsistency.** As described in IV.B.3 above, the NRC staff will provide an opportunity for the NPS to review sections of substantive working drafts of the Draft and Final SEIS specific to the NPS's areas of special expertise. Where the NRC and the NPS disagree on significant elements of the Turkey Point SEIS, and these disagreements cannot be resolved, the NPS may document its views and submit them as comments to the Draft and Final SEIS.
- F. **Management of Information.** The NPS acknowledges that all data and information provided will become part of the NRC's official record and will be available for public review, except that NRC may withhold information from the public that is exempt from disclosure under the Freedom of Information Act and other applicable statutory authorities. The NPS agrees that working draft documents for the development of the Turkey Point SEIS will not be made available for review by individuals or entities other than the Parties to this MOU.

Information the NPS considers confidential, proprietary, Sensitive Unclassified Non-Safeguards Information or protected under NRC regulations will be labeled according to requirements in 10 C.F.R. § 2.390.

In cases where the license applicant provides information it considers confidential or proprietary, NPS agrees that such information is to be held confidential and kept separate from the information necessary for the environmental analysis. Should the NPS cause any distribution of confidential or proprietary information to occur, the NPS will return the information to the NRC and the NPS may have its cooperating agency status terminated.

The NPS agrees that in order to allow full and frank discussion of preliminary analysis and recommendations, meetings to review such pre-decisional and deliberative documents will not be open to the public.

- G. **Responsibility for Decision Making.** While the Parties agree to make reasonable efforts to resolve procedural and substantive disagreement, they acknowledge that the NRC retains final responsibility for the decisions identified in the Turkey Point SEIS. Additionally, impact determinations made in the SEIS should not be attributed to NPS, but only to the NRC who has a federal action. The NPS's participation does not imply NPS concurrence with the NRC's review. Rather, NPS participation will focus on data gathering and information sharing regarding the environment in and around Biscayne National Park.
- H. **MOU Limitations.** Nothing in this MOU is intended to confer a binding or enforceable right of action on any party.
- I. **Retention of Rights.** Cooperating agency status for the Turkey Point SEIS does not preclude the NPS from participating in the NEPA process according to the provisions in 10 C.F.R. Part 51.

VI. Agency Representatives.

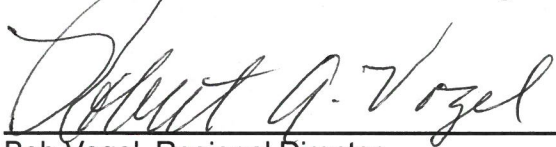
Each Party will designate a representative and alternate representative, as described in Attachment B, to ensure coordination between the NPS and the NRC during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

- A. **Approval.** This MOU becomes effective upon signature by the authorized officials of the Parties.
- B. **Amendment.** This MOU may be amended through written agreement of the signatories.
- C. **Termination.** If not terminated earlier, this MOU will conclude upon publication of the Record of Decision on the Final Turkey Point SEIS or upon rejection or approval of the renewed license by the NRC. Any Party may end its participation in this MOU by providing 30 days written notice to the other Party.
- D. **Entirety of Agreement.** This MOU, including Attachments A and B, consisting of seven (7) pages represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below; this agreement will take effect on the last date of signature.



Bob Vogel, Regional Director
National Park Service, Southeast Regional Office
100 Alabama Street, SW
Atlanta, Georgia 30303

11/28/18
Date



Ho Nieh, Director
Office of Nuclear Reactor Regulation
U. S. Nuclear Regulatory Commission (Lead Agency)
11555 Rockville Pike
Rockville, Maryland 20852

11/30/18
Date

Schedule for Cooperating Agency Participation in the Turkey Point SEIS

	Turkey Point Units 3 and 4 SEIS Stage	Potential Activities of the National Park Service (NPS) within its acknowledged areas of special expertise
1	Estimate effects of proposed action and alternatives	Provide to NRC effects analysis and/or comments within the NPS's areas of special expertise; identify effects within the NPS's areas of special expertise, specified under Section IV(B)(1) of this MOU.
2	Propose mitigation measures	Suggest mitigation measures to reduce impacts of proposed action. Decision to describe potential mitigation measures within the SEIS is reserved to the NRC.
3	Prepare Draft Turkey Point SEIS	NRC staff will provide sections of substantive working drafts of the Draft SEIS specific to the NPS's areas of special expertise for its review in accordance with this MOU. Within 15 business days of receiving applicable sections of the working draft of the Draft SEIS, NPS shall provide input on sections of substantive working drafts of the Draft SEIS specific to the NPS's areas of special expertise, subject to the NRC's information handling requirements. The decision to select the preliminary recommendation regarding the proposed action is reserved to the NRC.
4	Government-to-government Meeting on Draft Turkey Point SEIS	The NRC and NPS shall participate in a meeting to discuss the working draft of the SEIS at a meeting to be held in or around Washington, D.C.. The meeting shall be limited to areas of the NPS's special expertise specified under Section IV(B)(1) of this MOU.
5	Provide comments on the Draft SEIS, as appropriate.	Within the time period identified in the <i>Federal Register</i> Notice for publication of the Draft SEIS for public comment
6	Working draft of the Final Turkey Point SEIS	NRC staff will provide sections of substantive working drafts of the Final SEIS specific to the NPS's areas of special expertise for its review in accordance with this MOU. Within 15 business days of receiving applicable sections of the working draft of the Final SEIS for review, NPS shall provide comments on sections of substantive working drafts of the Final SEIS, specific to the NPS's areas of special expertise.
7	Government-to-government Meeting on Final Turkey Point SEIS	The NRC and NPS shall participate in a meeting to discuss the working draft of the SEIS at a meeting to be held in or around Washington, D.C.. The meeting shall be limited to areas of the NPS's special expertise specified under Section IV(B)(1) of this MOU.
8	Issue Final Turkey Point SEIS	Action reserved to the NRC.

Agency Representatives

U.S. Nuclear Regulatory Commission

Primary Representative: Andy Imboden, Special Assistant
(301) 287-9055

Backup Representative: Lois James, Senior Project Manager
(301) 415-3306

National Park Service

Primary Representative: Margaret Goodro, Superintendent, Biscayne National Park
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Backup Representative: Darrell Echols, Southeast Region, Chief of Science and Natural
Resource Management
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